



CAG 5/7/01 10:09

3:99-CV-01504 BIRKNER V. HANDLERY HOTELS INC

36

STIPO.

1 Ken H. Moreno, Esq. (SBN 108890)
2 **MURCHISON & CUMMING**
3 Symphony Towers
4 750 B. Street, Suite 2550
5 San Diego, California 92101
6 Telephone 619/544-6838

FILED

01 MAY -4 PM 1:44

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY *[Signature]* DEPUTY

Attorneys for Third-Party Defendant, STERLING SIGNAGE, INC.

7 UNITED STATES DISTRICT COURT
8 FOR SOUTHERN DISTRICT OF CALIFORNIA
9

10 KLAUDIA BIRKNER,

11 Plaintiff,

12 v.

13 HANDLERY HOTELS, INC., a California
14 corporation and DOES 1 through 10,
15 inclusive,

16 Defendants.

17 HANDLERY HOTELS, INC., a California
18 corporation and DOES 1 through 10,
19 inclusive,

20 Third-Party Plaintiff,

21 v.

22 STERLING SIGNAGE, INC.

23 Third-Party Defendant.

Case No. 99 CV 1504H LAB

**STIPULATION RE DISMISSAL
PURSUANT TO F.R.CIV.P.
41(a)(1); ORDER THEREON**

24 It is stipulated by and between the parties hereto that this action may be dismissed
25 with prejudice as to all claims between HANDLERY HOTELS, INC. and STERLING
26 SIGNAGE, INC., each party to bear his/its own attorneys' fees and costs. This stipulation
27 is made as to the result of the settlement of this action.

28 Magistrate Judge Larry Burns shall retain jurisdiction over all disputes between
(among) the parties arising out of the settlement agreement, including, but not limited to,

STIPULATION RE DISMISSAL

ENTERED ON

5-7-01

ORIGINAL

1 interpretation and enforcement of the terms of the settlement agreement.

2 **IT IS SO STIPULATED:**

3
4 Dated: _____

CENTER FOR DISABILITY ACCESS, LLP

5
6 By: _____
Mark Potter, Esq.
Attorneys for assignee of Third Party
Claim

7
8
9 Dated: 5-2-01

MURCHISON & GUMMING

10
11 By: _____
Kenneth H. Moreno
Attorney for Third-Party Defendant and
STERLING SIGNAGE, INC.

12
13
14 **ORDER**

15 Pursuant to the Stipulation of the Parties through their designated counsel, the
16 above captioned action is dismissed, with prejudice, pursuant to F.R.CIV.P. 41(a)(1).
17

18 Dated: 5/3/01

Marilyn L. Huff

1 interpretation and enforcement of the terms of the settlement agreement.

2 **IT IS SO STIPULATED:**

3
4 Dated: 5/2/01

CENTER FOR DISABILITY ACCESS, LLP

5
6 By: 

7 Mark Potter, Esq.
8 Attorneys for assignee of Third Party
9 Claim

10 Dated: _____

MURCHISON & CUMMING

11
12 By: _____

13 Kenneth H. Moreno
14 Attorney for Third-Party Defendant and
15 STERLING SIGNAGE, INC.

16 **ORDER**

17 Pursuant to the Stipulation of the Parties through their designated counsel, the
18 above captioned action is dismissed, with prejudice, pursuant to F.R.CIV.P. 41(a)(1).

19 Dated: _____

20 _____
21 UNITED STATES DISTRICT COURT JUDGE

PROOF OF SERVICE

Short Case Name: BIRKNER V. HANDLERY HOTELS, et al

Case No.: 99-CV-1054H LAB

I, the undersigned, am over the age of eighteen years and am a resident of San Diego County, California; I am not a party to the above-entitled action; my business address is 1022 Pennsylvania Avenue, San Diego, CA 92101.

On May 2, 2001, I served the following document(s):

STIPULATION FOR DISMISSAL

Addressed to:

Kenneth H. Moreno
MURCHISON & CUMMING
Symphony Towers
750 B Street, Suite 2550
San Diego, CA 92101

 X (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at San Diego, California.

 X (BY FACSIMILE) In addition to service by mail as set forth above, the counsel by whose name an asterisk is affixed on the attached service list were also forwarded a copy of said document(s) by facsimile.

 (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

Executed on May 2, 2001, at San Diego, California

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


